Indeed, after poying his premiums he

his policies would be delivered to him. He certainly thought when he paid his

tion, and nothing was said to bim that

would lead him to see that the protection

Prior to the delivery of his policies his

entire plant was destroyed by fire and

Proper Alternatives.

treats the subject under discussion as

"From the foregoing cases the rule

may be announced to be that if the in-

Decisions in Other States.

was conditional only.

surance had been voided.

tion set at rest.

5731 AV.—Studio apartment, two immens-noons, dressing room, kitchenette, bath; ex-quistely formined; for appointment telephone Sturms 1111-206. Murray Hill 200.

Mill ST., Esse (near Park av.).—Until October, one entire floor, attractively familished;
there large, light rooms, bath, kitchemetre
open frequences, references. Call Murray Hill2016, between 10 A. M. and noon, for appointment.

4.714 ST., 2 East.—Sublet for balance of lease to October 1, very desirable furnished spart East, purior balances, bath, southern expos-ure. Apair THE LIBRAANE, 2 East 45th st. 49TH, 164 West - Clean, warm, 1-2 outsaids sunny living bedrooms, hotel service, 125, 125 weekly two persons; Southern restaurant, HOTEL MARYLAND.

DIST ST. (near 6th ay.).—Living room, bet-team, witchen and hath; also servants rooms; all arge; decorated and furnished by Sicane; rent to Scholer I. 8400 per month. DO-GLAS I. GLAJMAN & CO., INC., 418 Madleon av. Erli ST, 6 West - Housekeeping apartment, freshly ventlisted, charmingly furnished; new chintees, bed, Ac; large living room, bedroom; ample closets; large kilchen; linen; to epinone, closific closets; hall service; rent \$1.0 per month to October 15. 4-Vill 8-1, 2 hast. Subjet for botance of lease to October 1, very destrable farmished spart, ment, purson, belcoom, both; southern expen-ver. Aprily the Learnine, 2 Bast 45th st.

ATTH ST. NEAR SPIL AVI. LARGE POXER,
LIVING ROOM, BEDROOM AND BATH,
BERNANTS BOOM IF DESIRED; HANDSTATELY BURNISHED, APRIL I TO NO.
VEASURE I MAID AND VALET SERVICE,
TALMATE, MURRAY BILL-6700.

by West 304. Luxuriously furnished apartment, two rooms, bath, kitchenethe; maid and valet service; from April 1, \$500 monthly. Telephone Cirils 1946. •

5 101 ST, 44 East, Sublease to October 1; privilege of new loans; high class inxuriously furnished two room uprily and bedroom, sunny, I glibeshe assettment and private bath; entire count floor; all improvements; apacient rooms or two persons; immediate passession. one or two persons; immediate possession

7:111 SP 3D East Small newly turnished
diathment, scothern exposure, two reads;
timediath, large closets fourth floor front;
four elevator; reft, including small service,
lines, 1910, 81:0. Plana SSI

87:11 ST, 142. Five reads and both; real
surchen, two destrooms; rent \$200. Call Circle
4170. ECTH. 121 Fast. Reantifully decorated, fur-ushed windle apartment. Plaza-1871.

usshed windle apartment. Plaza-1871.

Effil st. it least. Funsual two room backelor spartment, bath; modern conveniences; one block bits av., all salways.

Entil st. is West Sablet three rooms, bath, it loosett; overlooking park.

Entil St. Least. Parter floor to lease near two abrance; furnished or unformished. Plaza-1980. 5100.
67791 ST., 1 West Large, handsomely fur-nished studio, bedroom and bath; free cook-ing by latel chefs, the electric kitchenetic, large private roof garden, wonderful clews, swimming pool in building; \$400. Suite 1030, those des Artistes. Tel 4204-Columbus. 68 fill most Central Park West. - Beautifully furnished front apartments, two large rooms;

\$225 monthly; four rooms, unfurnished. Van-

70 S. West Sublet exceptional nine room housekeeping spartment, handwomely fur-8 hed, in desirable hotel; references required, Theme claimings -480. Phase Columns 2015.

70TH, 229 West Parise floor and basement,
5 turn steel or unformished; splendid location;
feed for dector. Cull or thinge Columnus 6903,
72D, 162 Fast Purposity attractive apartment, two recents, bath, large kitchenette;
real for backelors; introclint postersion. Sometom 15 to 6 or oversions. KINT.

7FTH ST Progressions, bath, May to October,
relate bross, for housekeeping; seen by appositionent. Phone Columbus 8768. FARITHMENT, Probab Commons.
FFH 25 West, Elegant's furnished one, two moon apartments; service, WHEELER,
Form apartments; service, whitelers, two means, private Dath, hitchemette, electricity, steam heat, \$25 week; two rooms, private ball, electricity, steam heat, \$20 week. TATH ST. West - Eight room furnished apartment. GEORGE COMPORT CO., 489 5ts av "TH ST 96 West. Two room, bath, kirrounette exclusive elevator lease; and furniture
for ade: \$798. See Superintendent.
"STH 201 West. Handsome two room, bath,
kirchenette anariment; suberior; \$165. Super-Gerth ST. Gentleman having furnished apart-ment will share with bachelot or let one room, references. B. G., 428 Sun-Herald, Herald

West 169th. Five high class furnished aritment: immediate possession. Private places 6482 Melmac, room 26. leving place, off Gramerer Park, Charmete furnished living food, bedroom, kitcheleithe Call Sinday, evenings, Apartment T. See WEST mear Rivershe Drives a rooms, confertably furnished, elevators o tetober, \$200 per month. Call Sunday, in 1 and 5. vormer Broadway's Well furnished toom write, admining both; superfor notations for exclusive people. Phone

93d St., S. W. Corner Madison Av. Newly decorated apartments, one room and both \$60 up; two rooms bath, \$75 up; hold supther extraordinary value; block from park; sentaurant, HOTEL ASHTON. s-tangent, HOTEL ASHTON, 8 D. 17: East, Two, rooms, kitchenetic; light, near neary decorated; private bones. 90711 ST. 200 West, Eleganty fernished per-lor and connecting bedroom, electricity, for two gentlement, references, Apartment 2B, 1710 VER. 76. (West End)—Five rooms, two bedresus, new building, charmingly furnished; \$200.
Osimulate 2074.

FITH 308 West.—Six rooms, elevator, tele-phone: southern exposure; furnished or unfurnished. uniformished.

181H, 243 West (6B).—Altractively formish d , seven room apartment; sell or rent. [87] 243 West of Bi. All metricly furnished sever room anonation is sell or rent.
[105] 105. 250 West corner Broadway. On minth floor, three large, sandy rooms; southern exposure; fine kitchen, both and fore; themediate occupancy; just the apariment for young murried couple. Ask for Mr. WAGNER.
[107] 419 West, Near Columbia; three recens, both, kitchemetre, front, 7th floor. 140. W. 4 reem anariment, half grand plane, a exposures: \$165. Cathedrel 5825. 

Berough of Brooklyn.

To let Basement and parlor, partly furnished. in excellent smallfler all inhercements. Christian abults only, Prespect Park section, ten \$425, 488 1216 st, or laptice Dr. WAG. NER, 184 1216 st. Tel. South-156. Thus large, somey means witchen, both, mo-attrigitisely furnished, near Prospect Park Managam theory minutes, 219 Garfield place THIRE, floors of furnished bosse for rent for these mounts or forzer soluts only; reference. Telephone Redford 665R;

#### APARTMENTS TO LET, UNFUR-NISHED.

From Battery to 14th St., Inclusive. ST Parier and basement apartment; 1 to November, \$150, N. S., 52 Sur-Fulton et. Hand, Fulton et.
Washington, Square, Three roum
apartment, \$1500 new freproof house
elevator and hall service; business and
social references required. See Superiotendent on premises. VAN VOORST APARTMINNES, 120 Warenley place. WEST Job st., in Washington Square Section, DUNIAP & LIOYD, Spring 5618.

Above 14th St. to 58th St. (Inclusive). East River to North River.

POR RENT
Passession March 1, 1920.
Centrally Located.
Apartments one room and bath, also two
rooms and bath, with small kitchemette, for
consiste home-keeping: unfurnished.
No. 117 West Arth at, All modern impresented Agent on premises, or teleplace 644 Schutter.
Renting from \$58.0 to \$1,400.

#### HERE'S YOUR CHANCE! r at corner, 558 Lexington av -Six all outside rooms; steam heat, hot water v; 885 monthly. Supt., on premises.

HOTEL ROYALTON.

BACHELOR Apertments, mished two large rooms and bath; south-exposure; hotel service; immediate pos-8 BLET, reasonable, terms of lease until Detable, cerver saile, eighth floor, two reams, but he three exposures. Apartment S20, Hotel Unated Wisi 2:ST ST, Chelges district: 9 rooms, studie steam heat; electricity: 5 baths, shower 2 years least; some farming; yard, DENIAL & HADYR, Inc. Spring-5518. 2.15 ST 230.2.8 West Six rooms, two hades newly renovated, atomic newl, electric light; he constill per mouth up. Agent, 238 West 220.

Will St. \$10 East. Unfurnished, elevator, 2 and 2 room apartments; sersice; meal-served in apartments. These Murray IIII. SCHI ST. 347 West. Sub-lease two rooms. aschedulte and bath, \$120 monthly. Oircle-618, agairment 5B.

# NISHED.

Above 14th St. to 59th St. (Inclusive). East River to North River.

# Tenant ... Landlord

We have a very attractive proposition that puts the tenant in the landlord's position and carries with it

FREE RENT FOR LIFE A PERMANENT HOME NO MORE INCREASE IN RENTS SIMPLEX & DUPLEX APARTMENTS

Locations: Corner Facing Gramercy Park, East 55th Street, near Lexington Av. FRANK\_L. FISHER CO., 50 East 42d St.

# =10 Rooms, 3 Baths=

IMMEDIATE Possession if Desired. S. E. Cor. 55th & 7th Av. The Wyoming, \$7,000 Per Annum. Julius Tishman & Sons, Inc. 18 E. UST ST. Tel, Vanderbilt 1977.

3 befroms, 2 begge and I small bedroom; next to subway and buses; two blocks is Cen-red Park bride paths all rooms attractively furnished; rooms all light with exception of two, Phone Carcle—7173.

117 hast 31th st., on top floor.—A beautiful appriment, seven rooms two buths; all very light; mull October 1, or term of years; \$2,000. Apoly FOLSON BROTHERS, 127 hast 34th st. Above 59th St .- 5th Av. to East River. 13 Rooms, Adjoining Park Ave.

GEORGE NEIMAN,

above 65th st.; business or apartment; \$1,000. TWO rooms, bath for bachelert southern ex-posure; all conveniences; elevator; valet and meals served. Superintendent, 24 East 624 at.

Above 59th St.-Sth Av. to North River.

# Choice West Side Apartments

\$5,000 to \$25,000 will purchase interest in high class apartments insuring free rent for life and a 15 per cent investment. One-third or burden of any kind. Tell us your apartment needs. We are open evenings, or descriptions will be sent on request.

Tenant-Owner System 2,525 Broadway, at 95th St.

### 42 West 88th St.

Up to date, most modern apartments; every improvement, including automatic elevator; two rooms, bath, foyer; parquet floors, shaft ventilation. Also doctor's spartment; maid, valet and meal service optional. Superintendent on premises.

#### 140 West 79th St. 8 ROOMS & 3 BATHS

Exceptionally Large, Light Rooms for Leave from Oct. 1st, 1920. Rental \$5,000. J. C. & M. G. MAYER, 547 Madison Av. Phone Mur. Hill 8655-6

326 WEST 89TH ST.

kitchen and bath buths; high class Price \$1,500 Up.
Immediate persential. Call Sunday, be ween 1 and 4 P. M.

HIGH class eight room apertment, Park Stope, section, near Atlantic ar. sinwayer 6 mention and the section of t

Close to Broadway Subway Station, New and ready for immediate occupancy SLAWSON & HOBBS, AGENTS, 162 West 72d St. CLIFF HAVEN,

417 RIVERSIDE DRIVE CORNER 147H STIERET, HIGH CLASS ELEVATOR APARTMENTA 8 and 9 Rooms, 3 Baths; OUTSIDE CORNER ROOMS.

CALVIN APARTMENTS, 249 West 80:
Two and three rooms with bath, non-keeping, new laiding; clevator service, on premises. Telephone Schuyler, 2047.

FOUR rooms and both newly decorated; lease until October, 1921 88, month, Call Sunday, to 4 WEIL, 425 West 114th st. MISS van Vieck, 148 Fast 49th, Vanderbill 2557, Various apartments in Park ay sec-len; soring, full furnished, unfurnished. NATIONAL STOILAGE, 146 West 90th at-Storage \$5 month vaniond; motor vans mor-tug; moderate rates, 1702 Riverside. RIVERSIDE DittlyE. 640, morth corner 141st st. 5 room apartment, 2 baths, river view; percession May 1; rent \$2,000 per annum. Ap-ply on inculses. SEVEN comes on Riverside Drive; immediate

EVERETT M. SEINAS CO. 507 5TH AV. MURRAY HILL 1520. PHILE room unfurnished apartment, bath. In-quire becoment. 720 St. Nicholas av.

WEST END AVE, 86's Six rooms two baths, two masters, on ervant; upper floor; taimediate persession SECOND TO SECULAR SECU

75TH ST. 46 West. Two and three root both and kitchenette; lease only, 12 to undeed dollars yearly. OTTENSOPER, own 25 oth ny. furnished, with half one large front parlor, unfurnished, with buff use larg, newly ap-pended physician's office and waiting room, both newly furnished, buts, electricity; lease \$125. Seen tellay. Scienter-6137.

94TH ST., 104 West. Apartments, two beautiful nome and large kitchen, Dutch tile bath, electricity, open firm, steam heat; nothing like them in fown; \$1,200 and up. IRVING T. SMITH, Singer Building. 567H ST, 42 West - Unfurnished apartments, two rooms, bath, kitchenette; all improve-ments. Boom 440, 149 Broadway.

SITH ST. 51 West, New sportments, April 1, two rooms and bath, rest \$1,000 and \$2,300; these sportments contain even new of concernable improvement, RECADELER COMPURATION, Telephone Schuyler 1934. 

Soo WEST END AV.

Corner A7th St.

Nau-housekeeping Apartments.

TWO AND THREE ROOMS AND BATH.

Two on First Floor.

Farticularly suitable PHYSICIANS.

### APARTMENTS TO LET, FURNISH'D APARTMENTS TO LET, UNFUR- FIRE INSURANCE POLICY SHOULD BE SIMPLIFIED

William B. Ellison Contends That Vast Amount of Litigation Could Be Avoided and Much Hardship to Innocent Policy Holders Eliminated.

In view of the fact that the vast bis plant with necessary protection amount of litigation between insurers against fire. He had had no experience and insured has arisen by reason of with fire insurance or with insurance some alleged act or omission on the part of the insurance at one alleged act or omission on the part of the insured, either befere or after that under the present standard form a loss, it is important that the obligations resting on the insured should be nor were his machines, covered as they more clearly understood, according to an article by William B. Ellison in a re-cent number of the Real Estate Maga-.The ordinary citizen will take due no- was told that in the course of a few days

tice of the admonition "Watch your step;" but how many of us pay any attention to the warning "Read your policy"? Very few. The forms of policies generally in use ontain vital conditions so arranged. and so often couched in cumbersome and indefinite words, that it is a matter

of extreme difficulty for the insured to

eadly understand just what is re-

quired, The following is, therefore, offered, with the hope that it may in some degree at least prove an aid to both in-surer and insured in their efforts to The present standard form is filled with perils to the insuring public, and it is now, in my opinion, beyond dis-pute that there should be a simplification of the conditions upon which pro-tection against fire in the way of in-

usually exist between them. Perils of Standard Form. conditions and provisions that the pub-lic finds very difficult indeed to under-stand. Indeed, they are so fraught with technicality and application that the pub-ic finds very difficult indeed to under-stand. Indeed, they are so fraught with The form contains a mass of technical technicality and ambiguity that the courts themselves, the highest courts of record in the country, constantly differ

surance is obtainable.

in matters of construction. This should not be difficult to remedy, and the public welfare demands that it be remedied.

One must not attempt to destroy any protection that may claimed for the fire insurance companies, but at the same time it will not be con-SID ST. 140 East, hear lexington av.—Three atory and basement dwelling, 11 rooms and horr, and hear rent \$2,400. SCHINDLER & should be left, as is frequently the case lifeBill, 1,380 ad sv. tended that the rights of the insured under the present form, to the charity of the company. The provisions of the policy should be made so clear that the rights of both are apparent and

the interest of both are safeguarded. Specific Exceptions.

Let us refer to a phase of this matter, e., that provision which provides that the policy shall be void if the insured and the company will be held to have has any other insurance on the property waived the violations of any condition of in question or if the interest of the insole ownership, or if the subject of in- to inquire concerning the same." surance is a building on ground not owned by the insured in fee simple, or if the subject of insurance is personal property and is encumbered by a chattel been disposed of by Judicial decisions. nortrage, or if any of the multitude of and the leading case among them ings evist at the time of the issuance that of Allesina Ys. London & L. & G. the policy that by its terms will void Ins\_Co., 78 Pacific Reporter, 282.
In this case the Supreme Court of

The insured as a rule is not aware of these technical violations of his policy; in fact, not for some days does he get the policy into his possession. Appellate Court have all held that when Should fire occur he has no claim for his insurance. There for the Supreme Court of Appellate Court have all held that when an insurance company issues a policy in the court of the supreme court o his insurance. These features of the policy form now in use have defeated thousands of what would otherwise have been meritorious claims. Sometimes the insurer does not take advantage of the insurer does not take advantage of the position, but the rights of the insured to incumbrances by the latter paying the presentation of the latter paying the paying the presentation of the latter paying the presentation of the latter paying the are in his hands. It may be charitable the assured, the latter paying the preor it may not be. This is not such a mium and accepting the policy in good situation as the law should counterance, and especially is this so when we consider that by a slight amendment to the company intends to insist upon the the present policy form the obligation mortgage clause, the company will be be legally protected against may be put upon the insurer to interce- beld to have accepted the risk, with may not have—and I know may be put upon the insurer to interregate the insured upon these questions
as a condition precedent to issuing the
policy.

Many of the highest courts of record
in other jurisdictions than in the State

Meld to have accepted the risk, with
the liens and incumbrances thereon, and
the same sense of honor that Mr.
that extent have waived or modified
the printed terms in the policy (numerous cases cited)

"A contract of insurance, like any
in other jurisdictions than in the State

in other jurisdictions than in the State of New York have held that under such other contract, must, of course, be given circumstances and in the absence of in- force and effect, according to its terms terrogation by the hisurer of the insured as agreed upon by the parties, but pro-regarding these violations, and the isregarding these violations, and the issuance of the policy and receipt of pre-the benefit of the insurer, may be waived minms without interrogations, the in-by it in special instances. surer is estopped setting them up as defences. Our policy should be amended o as to set this question at rest.

A Tragic Example. An illustration of the point I have are prepared by the company for gen-just enderwored to rinke will appear eral use without reference to particular

from the following facts:-A man was employed for many years provisions and stipulations concerning in a printing house. By economy and different subjects. The contract is not different subjects the contract is not like ordinary contracts between indicient money to warram him. Is list own mind, to shart in business for himself. He secured a long lease of a piece of the parties before the agreement is vacant property and on it put a build-executed. A polley of insurance is pre-ing. He then equipped his plant with pared in the office of the company and presses, binders and the other machinery that is incidental to such a business. Having thus put himself in a position to carry on his vocation in his own name that the company does not intend to incident the carry on his vocation in his own name that the company does not intend to incident the carry of his carry on his vocation in his own name that the company does not intend to incident the carry of his carry on his vocation in his own name that the company does not intend to incident the carry of his carry on his vocation in his own name that the company does not intend to incident the carry of his carry on his vocation in his own name that the company does not intend to incident the carry of the company and a carry of the company and a carry of the company and the carry of the company and the carry of the carr and at his own risk, and having invested sist upon the printed clause therein, re-therein all of the money that he during lating to incumbrances on the property the many years referred to had accuif it makes no inquiry of him concerning
mulated by economy, he sought to cover the matter and he has made no state-

APARTMENTS TO LET, UNFUR- APARTMENTS TO LET, UNFUR-NISHED. NISHED.

HOTEL. Peter Stupbesant Central Park West at 86th St.

JUST COMPLETED Suites of one room to as, many as required. Furnished or un-

Restaurant a la Carte Telephone Schuyler-1300,

132 West 78th st. Large room, private bath; electric light, also two room suite; private family. Schuyler-6185.

Washington Heights, Above 125th St.,

5 Room Apartments to Let, 44 Bradhurst Av., N. E. corner Just around the corner from 145th at, not 8th av. "L" station; bandsome and tractire apartments, newly altered and deel improvements installed throughout

Rents \$55 and \$60.

RIVERSIDE DRIVE-160TH STREET SIX ELEGANT, LARGE, LIGHT ROOMS, TWO BATHS: POSSES-SION IMMEDIATELY; WILL DEC-ORATE TO SUIT: \$175 MONTH. THONE ORCHARD 9772. HIVERSTOP DRIVE, 160th at Six elegant, large, light rooms, two baths; nonession functionally, will decorate to suit; \$175 per growth. Phone Monday Orchard-9476. THERE Trains both Inth bousekeeping pos-cession May I seek Britop de beautiful view; some table bose two rears responsible had-less couple preferred. 8160 month; inferences and two manchs we utily required. PRIVATE, loss 414 Sur-Herabl, Herabl subtre.

Prepared for General Use.

cases, and contain divers and sundry

Above 59th St.—5th Av. to North River. Washington Heighta. Above 125th St., West of 8th Av. TO Lease.—Six all outside rooms, corner apart-ment; modern improvements, elevator service. 221 Sherman av., corner West 207th st. 'Phone Wadsworth-3200, superintendent.

Borough of Bronx,

#### JUST COMPLETED 2409 Creston Av.

3-4-5 Room Apartments

with all modern improvements ONE BLOCK WEST OF CONCOURSE Three blocks east of Fordham subway station. FOUR room apartment, 2,031 Creston av., near Burnside av. GRAND CONCOURSE, 2,172 at 181st st.—Four large outside rooms and bath; references required; rent \$60. Apartment 15.

Borough of Brooklyn, Borough of Brooklyn,
HOFEL STANDISH ARMS, Brooklyn Heights
(Clark st. station).-Very desirable apartments, decorated to order, to lease by year
5700 per room up. Telephone Main-4200.
WOODYCKUEST AV., No. 1.124, Bross. Especially attractive apariment, five rooms and
bath; 850 per month. Apply to Mrs. CASE,
1.123 Woodycrest av. Telephone Mcirose. 7624.

LONG BEACH. Non-housekeeping 3 rooms but suite; choice section of Walnut st. F. F., 151 Herald Fulton st.

### APARTMENTS WANTED.

Furnished. APPLICANTS CALL EVERY DAY for furnished apartments. List yours with SLAWNON & HORBS, 182 West 726 st. SLAWSON & HORBS, In: West 726 st.

AN EXCLUSIVE GLIENTELE
for high class furnished apartments. Mrs.
DINGLEMAN, 129 West 72d st. Columbus SEG,
WANTED—Furnished apartment, two or turne
rooms, bath, kitchenette, for four or five
rooms, beginning April 1, between 40th and
sold six, east or west side. W. L., box 492,
Sun-Herald, Herald square.

THREE mean apariment, private or apartment house; modern; state rent; bonus, N. C., 187 Sun-Herald, Herald, square. WANTED By adult family, six room apart ment, improvements. Phone Sanday morning 4847-Prospect. McMURRAY.

For To Let for Business Purposes Advertisements see a snowbound, and it was not until midnight that he freed his car from the located on Fourth street, just horth of snow and proceeded on his homeward journey. Pages 6 and 7, Section 9.

ments in reference thereto and has not been advised that the question was at all material.

The preparation and issuance of the policy is the act of the company, and if, in pursuance of a previous agreement to insure, it issues and delivers a policy purporting to cover loss or damage by fire and secepts and receives the money of the insured, without making any inquiry of him as to incumbrances, without advising him of the effect on his contract of an incumbrance, it is receiving and accepting his money under pretenses, if the contract is void from the beginning and never in fact had any force or validity, because of a provision inserted therein by it without the knowledge of the assured rendering it void if the property is incumbered. In such a case the company would not only wrongfully receive and accept the money of the insured, but would mislead him into the belief that his property was insured, hen in fact it was not, thus deceiving a party honestly seeking and paying for insurance. We are unwilling to adopt a view premiums that he was securing protec-

which leads to such results and which the facts do not warrant. The judgment is affirmed."

Should Get Value Paid For. Mr. Justice West, speaking for

then, on presenting his claim for the in-surance that he had bought and paid for. was informed that his building being on leased land and his machinery being pon principle and by the weight of encumbered by chattel mortgages, or conditional sale agreements, his total inauthority, the plain terms of the policystandard form-relieve the company from liability. The majority of the court, however, are of the opinion that, Had the insured been interrogated (as until the Legislature shall prescribe the in life insurance and all other lines of terms and effect of a policy, the insured insurance, as I now recall) as to the condition of his property at the time, or had he been notified of the conditional who is asked and who answers nothing especting incumbrances on the prophis broker been compelled to apply for his insurance under a written application, under which all of the facts referred to would have been reads as a contract of the reasoning of the facts referred to would have been reads as a contract of the reasoning of the

to which reference has been made is sound and is fair to the insured. It is also not harsh so far as the insurer is ferred to would have been made apparconcerned, for it at all times has within its power the opportunity to interrogate has not as yet been settled, or the quesand bring to the attention of the insured the perils that rest upon him under Mr. Guilford A. Deitch, in his very clever analysis of the provisions of the the multitude of the provisions contained stundard fire- policy, at pages 24-25,

in the policy. We believe that the insured is entitled to the protection for which he pays under the authorities to which we have re-ferred; and at the same time we think that we are placing upon the insurer no unnecessary burden

sured applies for insurance and upon in-If the ends of justice are served for the people of the States wherein their quiry being made falsely answers any questions put to him, or conceals any fact inquired about, then he cannot relighest courts have passed on this ques cover on the policy; but if no inquiry is tion in the manner referred to, why are made of the insured and the policy is issued to him without requiring him to not the people of New York State en-titled to similar relief, either by judicial make any statements concerning title. construction or by legislation if necesoccupation or condition of the risk, then the insured cannot be held guilty of any An Inspiring Example. There are many high class companies which do not take advantage of the concealment or false representations

and the company will be held to have onditions to which I have referred, but here age many other companies, neither high class nor honest, who do: and it is against the latter that legislative or edicial action seems necessary. The late John H. Stoddart furnished splendid illustration of the former In many other States, the matter has

tass; and it is to his everlasting credit and to the credit of those who, like him look upon the business of fire insurance as involving something of a moral as well as a legal obligation. In this connection it is told of Mr. Stoddart that under a policy issued from his agency a truckman had been

insured who had upon his property an existing chattel mortgage, but who was existing chattel mortgage, but who was interested as the interest of the final count ended a fight which sets were brought to Mr. Stoddart's attention, he asked:—"Is he (the truck-stention, he asked:—"Is he (the truck-sten that the loss be paid.

Are there many—and I know of several—Mr. Stoddarts? Whether there are or not, should the policy holder be left to their charity; or should not the latter be legally protected against those who way not have and I know of saveral—the State for signature.

City and Queens officials have joined 'In determining whether there has with the big real estate developers and been such a waiver, a court should not property owners along the Rockaway with the big real estate developers and later refused a rehearing of the case, everlook the fact that insurance policies ocean front to establish beach protection to prevent a recurrence of the loss of the past winter, which is estimated at more than \$1,500,000. Their plans were crystalized this week in a legislative measure which was given to State Sen-ator Peter J McGarry and, which is now being pushed through the Legisla-ture. It is by far the most comprehensive measure yet devised because in addition to making way for beach protection it also provides for beach front development. The latter has been the hope of Rockaway property owners for

The bill provides that the Commissioners of the Land Office can grant to the City of New York land under water Le along the coast of Brooklyn and Queens F, necessary to protect the ocean front. Geo

beach the Board of Estimate is given the teen-year-old daughter of the bride the cost of these improvements shall be tive of lowa. paid. The city at large can be assessed. The ceremony was performed in the the boroughs benefited can be made to Court House by Magistrate John Depay and any or all of the cost can be lanty. placed upon a local area of assessment. To assist the work on the Cross Bay

boulevar! a scheme closely interwoven in the large plan for the Rockaway development, Senator McGarry also took to Albany a bill giving the Board of Estimate power to change plans already made for the boulevard provided future developments should show that such change would be of advantage in the This measure will be pushed, together with that for the coast

#### SEEKS VOLUNTEERS FOR HEALTH DEPT. VACANCIES

FREMONT, Saturday.-Mayor Harry Day has issued a call for volunteers to enfirmed by the City Council,

"It was hard work to get these persons to accept," said the Mayor, "Now I'll not be able to fill the vacancies unless ome persons who are acceptable to the Council volunteer."

# SNOWDRIFT BLOCKS

automobile driver of Put-In-Bay Island of the Church held that the Bishop was automobile driver of Put-In-Bay Island appointed by the Church conference, and, therefore, could not be removed. Lake Erie when his machine was caught since he was appointed for life. The in a snowdrift on the ice between North breach was then effected

on his return trip his machine became Methodist Church, according to the

## Kudzu Vine New Fodder Discovery

### Rejuvenates Meagre Soil- Uses Employment Agencies May Solve Hay Problem.

plant new to his coast is the prolific cessful, will be recommended to every | Instead of dropping off at the sheat

Kudzu grass is not really a grass, but' a flourishing vine which has wonderful score companions ennial. The vac is among the fastest growing known, is dark green in color and an excellent stock food. What is probably of more importance than all unanimous court, said:

On rehearing it is carnestly insisted itse to this country is the fact that the property insured was already incumbered, and that on this account, plants will wither and die.

probably of more importance than all and the job. Employers of common labor, who have been bringing men from distant cities, say large numbers are travelling uround.

Pertilizes Soil. It grows on sand, the stiffest clay or make a practice of "ducking" mere fact that the plant improves the Two groups of railroad laborers land by adding nitrogen through its roots brought into Cleveland recently practice recognized as an important factor, cally melted away as soon as they struck Each year the soil where the kudzu town.

grass is planted grows richer. Often one kudau vine will make a Milady to Wear a year are always assured. The plant is much richer in protein than alfalfs or wheat bran. An average crop of kudzu hay on fairly good ground is about tentons to the acre. The hay is worth from \$20 a ton up, so that \$200 are acre is easily realized from kudzu fields. The grass requires absolutely no cultivation after first year and is unhurt by weather or extreme heat. The roots of the plant penetrate deeply, and even in climates having long droughts come through uninjured. Bloating of animals is not caused by their eating of this forage, jan is often the case with alfaifa. One day of fair weather is sufficient to

### Lack of Signatures Voids Referendum

OLYMPIA. Wash, Saturday - California wine men apparently have lost their fight to have Washington's legislative ratification of the national prohibition

tion will stand and Washington will be counted among the States whose approval of the amendment is necessary to make it effective. The fight of the California men was ended, it is thought, when a recent count showed that the California Grape Graw-

ers' Protective Association failed by 1.008 to get enough signatures on referendum petitions asking that the measure be passed on to the people. The petitions carried 20,389 names. To secure referenfor the association filed affidavits to in

may not have—and I know of several—
the same sense of honor that Mr. Stoddart possessed?
the State for signatures. A few minutes
before closing time on the last day permitted for filing the patition reason of failing to vote at previous elec-

# WIDOW TRAVELS 2,000 MILES TO **GET MARRIED**

Journey to the Altar.

LOUISVILLE, Ky., Saturday .- Mrs. E. F. Knarr, forty-six years old, and problem of reforestation of barren agres George Cullings, fifty-six, of Tules, of New York State land not favorable for The rights of the owners who a year Okla., came more than 2,000 miles to be The rights of the owners who a year ago objected are to be protected by a provision that the Board of Estimate shall be empowered to prepare a map of the ocean front as it now exists and shall have the power to maintain it as such.

To assist in the development of the the Board of Estimate is given the beach the Board of Leathnair Coulings of the bride. Coulings explained that his relatives by levards, boardwalks and parks along lived in Indiana and that he wished to the ocean front, and when this is done it wish the mand to show his bride scenes shall have the power to determine how of his childhood. Mrs. Cullings is a na-

# PARTED BY SLAVERY **METHODISTS PLAN** TO UNITE AGAIN

Divided Since the Days When Abolition Was National Issue.

LOUISVILLE, Ry., Saturday.-In the same church where the breach between serve on the Board of Health created under the Griswold act. Two appointers recreated in 1818, a committee of eminent cently named by the Mayor were not Methodists of both churches are endeavoring to reunite the two wings.

According to Louisville Methodist min-isters, reuniting of the churches probably will be effected. Should they come to an amicable agreement the question then will be referred to the Church conferences for ratification. Slavery was the indirect cause of the

AUTOMOBILE ON LAKE Georgia, owned a slave girl in 1844, Methodist Episcopal congregations in the North contended that this should PORT CLINTON, O., Saturday, -An cause his removal. Southern branches

Bass Island and Put-in-Bay,
The driver had taken some friends to
North Pass Island during the day, and
big conference in the Old according to the Rey. stands.

## Modern Hobo Shuns the Blind Baggage

# to Ride De Luxe.

THE DALLES, Ore, Saturday.—What paomises to revolutionize forage crops grown in Wasco county by means of a gage, the tramp of 1920 spreads hims. over the plush cushions of the smoker and valuable kudzu grass. A number of He waves his cigar as he passes the plants have been ordered by four ranch. water tank where he used to dodge the plants have been ordered by four ranch-ers of this county, and experiments will be conducted at once which, if suc-be conducted at once which, if suc-

stockman in this section. A conspicuous iron huts near the creek, he rides on to feature of the trials here will be to find the union station. There he is greefed out how readily sheep eat the new by his prospective employer, who hired him through a Chicago agency and who paid for his trip and the trips of his two

The government predicts great success of the kudzu plant, whic is a hardy perstanding men that marched off the smoker has dwindled to a squad. missing "ducked" between the station

say large numbers are travelling around the country via these labor gangs. They rich soil. As there is much rocky soil in as they reach the town to which their this county which is difficult to cultivate, fare has been paid and hunting up farmers and farm experts here see a mother employment agent who will rend wonderful future for the poor lands. The them still further along their way.

# "Wooden" Gowns; Look Like Silk

Lustrous Fabrics Manufactured from Tree Pulp Exhibited by Lumbermen's Association.

PORTLAND, Ore., Saturday. It is not a remote possibility that miledy's sick gown will be manufactured from the trees from the forest and not from the receon of the humble silk worm. In fact cloth of a lustrous fibre, resenthing real silk, and also stockings and eighteen other articles of kreat one-mercial value, all manufactured from the wood pulp of the great occat trees of the Northwest, are already a realiza-

The twenty commodities which may amendment submitted to the voters for be manufactured from the pulls of our final approval or rejection.

As a result, it is thought, the ratification will stand and Washington will be association in one of the big rhow will be a sociation wil dows of Meler & Frank. The exhibit was prepared in the Palted States Berest Products laboratory of the Unive sity of Wisconsin, and is being and to all parts of the country for inspection. large panel, and in addition to the stike the wood pulp fibre there is gunpowder made from wood pulp, which is declared superior to that made from gun cotton,

# Millions of Acres Offer a Big Lumber Supply

mitted for filing the petitions were put on file in the office of Secretary of State, questions were then raised as to 4.000.000 acres of land in farm wood lots, whether or not all the signers were which could by proper handling produce voters. The grape growers sought judi-annually one billion feet of lumber, or Ocean Frontage cial assistance by asking the Supreme more than one-third of the State's annual needs, without regard to the big forests compel certification as legal signers of the north which are being systemati-voters dropped from registration lists by cally our by lumber operators. Today the State sends out of its borders about The court denied the petition and \$85,000,000 out of a total expenditure for

lumber of \$125,000,000. This was the statement made by Prof. Russell T. Gheen, of the New York State College of Forestry at Syracuse, before the annual convention of the Retail Lumber Dealers' Association of the State of New York in this city.

'We must realize what the future involves," he said. "The present cutting of timber is rapidly reducing the available supply. And yet these wood lots offer ay By proper handling, the farmer can get a definite income from his wood lot and the industry be saved a source of

raw material." agriculture, when Secretary Collier made

this report:-"Joined with the New York State College of Forestry at Syracuse, this association is promoting public sentiment favoring reforestation projects. Our continued activity along this line is essential to the future welfare of the

### YOUNG HEAD HUNTERS DON'T PLY TRADE NOW

NEW ORLEANS, La., Saturday - Two Cablocos, a race of South American Indians reputed to have practised head nunting in earlier days, are members of the crew of the Brazilian steamship Campos, which reached New Orleans recentiv from Rio Janeiro. They are Jose and Pereira Lima and Arlindo Lopes Curciro and serve as stewards aboard the essel. The pair, according to the crew, are guiltless of homicidal practices

e pure blooded specimens of an ancient Two Wings of Church Have Been race that is fast passing away. They are small in stature, brown skinned and al-mond eyed. They are very proud of the few words of English they have max-

These two young aborigines are said to

Ermain Rubin, a third pilot on the Campos, is the son of Admiral Kiappe Rubin, of the Brazilian navy, who is studying, navigation with the view of adopting the sed as his career.

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